



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
215 NORTH 17TH STREET
OMAHA, NEBRASKA 68102-4978

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REPLY TO
ATTENTION OF

AIRBORNE EXPRESS

January 16, 1990

Office of Counsel

T. (Wally) Ito, Esq.
Goodyear Tire & Rubber Co.
1144 East Market Street
Akron, Ohio 44316-0001

Dear Mr. Ito:

Reference is made to the Phoenix Goodyear Airport Superfund Site in Goodyear, Arizona and to the meeting on Tuesday, January 9, 1990 between technical and real estate representatives of the U.S. Army Corps of Engineers (USACE) and the Loral Corporation, to which you were invited. In accordance with advance arrangements between the Omaha District, USACE and the Loral Corporation, the meeting was held to discuss the details of a drilling and sampling project to be performed by the Omaha District drill crew on the Loral property, relating to the final remedy for the superfund site.

Prior to this meeting, representatives of the Omaha District had coordinated with various personnel at the Loral Corporation, EPA, and Goodyear technical personnel to advise them of our plan to conduct this boring and testing project. Our proposed sampling plan was provided to all of these parties, as well as other appropriate personnel, prior to the Tuesday meeting. In addition, real estate support was provided by the Phoenix office of the Los Angeles District, USACE to arrange the terms of a right-of-entry with the Loral Corporation. Both orally and in writing, all parties had indicated that arrangements could be made to allow the project to proceed, subject to agreement on the details of the right-of-entry and the timing, location and coordination of the project with Loral.

To our great dismay at the time of the meeting, issues extraneous and irrelevant to this project were raised by Goodyear which resulted in disrupting the progress being made toward agreement between the parties to this project, the Loral Corporation and the U.S. Army Engineer District, Omaha. We still hope that this project can be arranged and request

that Goodyear withdraw the objections which are impeding progress toward accomplishment of this testing. It is in the best interest of all parties who are interested in the final remedy at this superfund site to allow this project to proceed in a cooperative manner.

The cost of this drilling and testing work is being paid for by this agency. This work should provide crucial factual information which will assist in the design of the soil vapor extraction system directed by EPA in the ROD for this site, as well as information essential to a fair resolution of cost allocation on the final remedy. We seek only reasonable access to property to which both EPA and Goodyear have had access in the past. We will cooperate fully with both EPA and Goodyear, as we were doing in preparation for this project, to develop the particular locations for the testing, to allow duplicate samples to be taken if desired by EPA or Goodyear, and to allow access to the resulting data.

Our crew is scheduled to commence work on this project, if agreement can be reached between the Omaha District and the Loral Corporation, on January 22, 1990. This coordinates with our drill crew's schedule and allows us to utilize our personnel and equipment in the most cost efficient manner, as well as meeting the timing requirements of the discussions for the final remedy. We hope to expedite the conduct of the site activities, the completion of the subsequent testing protocols, and development and analysis of data.

We have coordinated this with EPA technical and legal representatives. They are interested in the results of this work, but we are not working on their behalf. As Goodyear is fully aware, the Omaha District represents the Department of Defense on this site and we are arranging for the performance of this work.

The only apparent motivation for Goodyear to interfere in this project is to prevent the discovery of factual information relevant to cost allocation. We do not understand why Goodyear would impede the discovery of such information. Arguments and theories discussed at length in earlier negotiations related to the presence of contaminants in the soils involved in this project. Speculative arguments can be avoided and facts presented to all interested parties if this work is allowed to proceed.

I urge Goodyear to cooperate with us in allowing this project to go forward, and to participate, if Goodyear so desires, in the development of test locations and in observing or participating in the work.

The performance of this project at this time should avoid the need for further work of this nature on the Loral property at these locations in the future. If Goodyear blocks the project now, efforts may be necessary to petition appropriate authorities to obtain orders for access to the property. If this testing does not take place, we can only make the assumption that the results would have revealed the presence of significant concentrations of contaminants, which originated in the Goodyear plant during the period of Goodyear operation. Assumptions do not adequately substitute for facts. Let us all seek to determine the truth in a cooperative spirit.

We hope you will communicate with the Loral Corporation the willingness of Goodyear Tire & Rubber Co. to cooperate in finding the truth by removing any objections you have raised to the progress of this project. We hope you will do so this week so as not to impact the scheduling of our crews.

Sincerely,

Ann L. Wright
Assistant District Counsel

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